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INSURANCE LTD.  
7

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION  
10

11 TT CLUB MUTUAL INSURANCE  
LTD., a United Kingdom company,,  
12

13 Plaintiff,  
14

15 v.  
16

17 ACE PROPERTY AND CASUALTY  
INSURANCE COMPANY, a  
Pennsylvania corporation,  
18

19 Defendant.  
20

Case No. 2:24-cv-08307-SVW (KSx)

**STIPULATED PROTECTIVE  
ORDER**

21 1. A. PURPOSES AND LIMITATIONS.

22 Discovery in this action is likely to involve production of confidential,  
23 proprietary, or private information for which special protection from public disclosure  
24 and from use for any purpose other than prosecuting this litigation may be warranted.  
25 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
26 following Stipulated Protective Order. The parties acknowledge that this Order does  
27 not confer blanket protections on all disclosures or responses to discovery and that  
28 the protection it affords from public disclosure and use extends only to the limited  
information or items that are entitled to confidential treatment under the applicable  
legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
that this Stipulated Protective Order does not entitle them to file confidential

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1 information under seal; U.S. District Court, Central District of California, Civil Local  
2 Rule 79-5 sets forth the procedures that must be followed and the standards that will  
3 be applied when a party seeks permission from the court to file material under seal.

4 B. GOOD CAUSE STATEMENT.

5 Discovery and disclosures in this litigation may involve highly sensitive,  
6 confidential, attorney-client privileged information and/or protected work product,  
7 including but not limited to information contained in underlying defense invoices and  
8 written correspondence including e-mails between insurance carriers, defense counsel  
9 and/or the Parties' common insured for purposes of defending the insured in the  
10 underlying suit and/or claim. Discovery may also involve confidential financial  
11 information, and parties agree it is appropriate to redact, *e.g.*, bank account  
12 information and insurance premium figures from productions.

13 Accordingly, to expedite the flow of information, to facilitate the prompt  
14 resolution of disputes over confidentiality of discovery materials, to adequately  
15 protect information the parties are entitled to keep confidential, to ensure that the  
16 parties are permitted reasonable necessary uses of such material in preparation for and  
17 in the conduct of trial, to address their handling at the end of the litigation, and serve  
18 the ends of justice, a protective order for such information is justified in this matter.  
19 It is the intent of the parties that information will not be designated as confidential for  
20 tactical reasons and that nothing be so designated without a good faith belief that it  
21 has been maintained in a confidential, non-public manner, and there is good cause  
22 why it should not be part of the public record of this case.

23 2. DEFINITIONS.

24 2.1. Action: *TT Club Mutual Insurance Ltd. v. ACE Property and Casualty*  
25 *Insurance Company*, U.S. District Court for the Central District of California, Case  
26 No. 2:24-cv-08307-SVW (KSx).

27 2.2. Challenging Party: A Party or Non-Party that challenges the designation  
28 of information or items under this Order.

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1           2.3. “CONFIDENTIAL” Information or Items: Information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for protection  
3 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
4 Cause Statement.

5           2.4. Counsel: Outside Counsel of Record and House Counsel (as well as their  
6 support staff).

7           2.5. Designating Party: A Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL.”

10          2.6. Disclosure or Discovery Material: All items or information, regardless  
11 of the medium or manner in which it is generated, stored, or maintained (including,  
12 among other things, testimony, transcripts, and tangible things), that are produced or  
13 generated in disclosures or responses to discovery in this matter.

14          2.7. Expert: A person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
16 an expert witness or as a consultant in this Action.

17          2.8. House Counsel: Attorneys who are employees of a party to this Action.  
18 House Counsel does not include Outside Counsel of Record or any other outside  
19 counsel.

20          2.9. Non-Party: Any natural person, partnership, corporation, association, or  
21 other legal entity not named as a Party to this action.

22          2.10. Outside Counsel of Record: Attorneys who are not employees of a party  
23 to this Action but are retained to represent or advise a party to this Action and have  
24 appeared in this Action on behalf of that party or are affiliated with a law firm which  
25 has appeared on behalf of that party, and includes support staff.

26          2.11. Party: Any party to this Action, including all of its officers, directors,  
27 employees, consultants, retained experts, attorneys, House Counsel and Outside  
28 Counsel of Record.

1           2.12. Producing Party: A Party or Non-Party that produces Disclosure or  
2 Discovery Material in this Action.

3           2.13. Professional Vendors: Persons or entities that provide litigation support  
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6 and their employees and subcontractors.

7           2.14. Protected Material: Any Disclosure or Discovery Material that is  
8 designated as “CONFIDENTIAL.”

9           2.15. Receiving Party: A Party that receives Disclosure or Discovery Material  
10 from a Producing Party.

11 3. SCOPE.

12           The protections conferred by this Stipulation and Order cover not only  
13 Protected Material (as defined above), but also (1) any information copied or extracted  
14 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
15 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
16 or their Counsel that might reveal Protected Material.

17           Any use of Protected Material at trial shall be governed by the orders of the  
18 trial judge. This Order does not govern the use of Protected Material at trial.

19 4. DURATION.

20           Even after final disposition of this litigation, the confidentiality obligations  
21 imposed by this Order shall remain in effect until a Designating Party agrees  
22 otherwise in writing or a court order otherwise directs. Final disposition shall be  
23 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
24 or without prejudice; and (2) final judgment herein after the completion and  
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
26 including the time limits for filing any motions or applications for extension of time  
27 pursuant to applicable law.

28 ///

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1 5. DESIGNATING PROTECTED MATERIAL.

2 5.1. Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this  
4 Order must take care to limit any such designation to specific material that qualifies  
5 under the appropriate standards. The Designating Party must designate for protection  
6 only those parts of material, documents, items, or oral or written communications that  
7 qualify so that other portions of the material, documents, items, or communications  
8 for which protection is not warranted are not swept unjustifiably within the ambit of  
9 this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations  
11 that are shown to be clearly unjustified or that have been made for an improper  
12 purpose (e.g., to unnecessarily encumber the case development process or to impose  
13 unnecessary expenses and burdens on other parties) may expose the Designating Party  
14 to sanctions.

15 If it comes to a Designating Party's attention that information or items that it  
16 designated for protection do not qualify for protection, that Designating Party must  
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2. Manner and Timing of Designations. Except as otherwise provided in  
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
20 stipulated and ordered, Disclosure or Discovery Material that qualifies for protection  
21 under this Order must be clearly so designated before the material is disclosed or  
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic  
25 documents, but excluding transcripts of depositions or other pretrial or trial  
26 proceedings), that the Producing Party affix at a minimum, the legend  
27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
28 contains protected material. If only a portion or portions of the material on a page

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1 qualifies for protection, the Producing Party also must clearly identify the protected  
2 portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and before  
6 the designation, all of the material made available for inspection shall be deemed  
7 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
8 copied and produced, the Producing Party must determine which documents, or  
9 portions thereof, qualify for protection under this Order. Then, before producing the  
10 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend  
11 to each page that contains Protected Material. If only a portion or portions of the  
12 material on a page qualifies for protection, the Producing Party also must clearly  
13 identify the protected portion(s) (e.g., by making appropriate markings in the  
14 margins).

15 (b) for testimony given in depositions, that the Designating Party identify  
16 the Disclosure or Discovery Material and all protected testimony that is  
17 “CONFIDENTIAL” on the record before the close of the deposition.

18 (c) for information produced in some form other than documentary and for  
19 any other tangible items, that the Producing Party affix in a prominent place on the  
20 exterior of the container or containers in which the information is stored the legend  
21 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
22 protection, the Producing Party, to the extent practicable, shall identify the protected  
23 portion(s).

24 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent  
25 failure to designated qualified information or items does not, standing alone, waive  
26 the Designating Party’s right to secure protection under this Order for such material.  
27 Upon timely correction of a designation, the Receiving Party must make reasonable  
28 efforts to assure that the material is treated in accordance with the provisions of this



Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process under the U.S. District Court, Central District of California, Local Civil Rules 37-1, et seq.

6.3. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL.

7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle in this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated

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1 “CONFIDENTIAL” only to:

2 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
3 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
4 to disclose the information for this Action;

5 (b) the officers, directors, and employees (including House Counsel) of the  
6 Receiving Party to whom disclosure is reasonably necessary for this Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom  
8 disclosure is reasonably necessary for this Action and who have signed the  
9 “Acknowledgement and Agreement to Be Bound” (**Exhibit A**);

10 (d) the court and its personnel;

11 (e) court reporters and their staff;

12 (f) Professional jury or trial consultants, mock jurors, and Professional  
13 Vendors to whom disclosure is reasonably necessary for this Action and who have  
14 signed the “Acknowledgement and Agreement to Be Bound” (**Exhibit A**);

15 (g) the author or recipient of a document containing the information or a  
16 custodian or other person who otherwise possessed or knew the information;

17 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
18 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
19 requests that the witness sign the form attached as **Exhibit A** hereto; and (2) they will  
20 not be permitted to keep any confidential information unless they sign the  
21 “Acknowledgement and Agreement to Be Bound” (**Exhibit A**), unless otherwise  
22 agreed by the Designating Party or ordered by the court. Pages of transcribed  
23 deposition testimony or exhibits to depositions that reveal Protected Material may be  
24 separately bound by the court reporter and may not be disclosed to anyone except as  
25 permitted under this Stipulated Protective Order; and

26 (i) any mediator or settlement officer, and their supporting personnel,  
27 mutually agreed upon by any of the parties engaged in settlement discussions.

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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION.

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall  
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order  
9 to issue in the litigation that some or all of the material covered by the subpoena or  
10 order is subject to this Protective Order. Such notification shall include a copy of this  
11 Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued  
13 by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with  
15 the subpoena or court order shall not produce any information designated in this action  
16 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
17 or order issued, unless the Party has obtained the Designating Party’s permission. The  
18 Designating Party shall bear the burden and expense of seeking protection in that court  
19 of its confidential material and nothing in these provisions should be construed as  
20 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
21 directive from another court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
23 IN THIS LITIGATION.

24 (a) The terms of this Order are applicable to information produced by a  
25 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
26 produced by Non-Parties in connection with this litigation is protected by the  
27 remedies and relief provided by this Order. Nothing in these provisions should be  
28 construed as prohibiting a Non-Party from seeking additional protections.

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(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made to all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgement and

1 Agreement to Be Bound” that is attached hereto as **Exhibit A**.

2 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
3 PROTECTED MATERIAL.

4 When a Producing Party gives notice to Receiving Parties that certain  
5 inadvertently produced material is subject to a claim of privilege or other protection,  
6 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
7 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
8 may be established in an e-discovery order that provides for production without prior  
9 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
10 parties reach an agreement on the effect of disclosure of a communication or  
11 information covered by the attorney-client privilege or work product protection, the  
12 parties may incorporate their agreement in the stipulated protective order submitted  
13 to the court.

14 12. MISCELLANEOUS.

15 12.1. Right to Further Relief. Nothing in this Order abridges the right of any  
16 person to seek its modification by the Court in the future.

17 12.2. Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order no Party waives any right it otherwise would have to object to  
19 disclosing or producing any information or item on any ground not addressed in this  
20 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
21 ground to use in evidence of any of the material covered by this Protective Order.

22 12.3. Filing Protected Material. A Party that seeks to file under seal any  
23 Protected Material must comply with the U.S. District Court, Central District of  
24 California, Local Civil Rule 79-5. Protected Material may only be filed under seal  
25 pursuant to a court order authorizing the sealing of the specific Protected Material at  
26 issue. If a Party’s request to file Protected Material under seal is denied by the court,  
27 then the Receiving Party may file the information in the public record unless  
28 otherwise instructed by the court.

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1 13. FINAL DISPOSITION.

2 After the final disposition of this Action, as defined in paragraph 4, within 60  
3 days of a written request by the Designating Party, each Receiving Party must return  
4 all Protected Material to the Producing Party or destroy such material. As used in this  
5 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
6 summaries, and any other format reproducing or capturing any of the Protected  
7 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
8 must submit a written certification to the Producing Party (and, if not the same person  
9 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
10 category, where appropriate) all the Protected Material that was returned or destroyed  
11 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
12 compilations, summaries or any other format reproducing or capturing any of the  
13 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
14 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
16 reports, attorney work product, and consultant and expert work product, even if such  
17 materials contain Protected Material. Any such archival copies that contain or  
18 constitute Protected Material remain subject to this Protective Order as set forth in  
19 Section 4 (DURATION).

20 14. Any violation of this Order may be punished by any and all appropriate  
21 measures including, without limitation, contempt proceedings and/or monetary  
22 sanctions.

23 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

24 Dated: January 9, 2025

25 /s/ Anusha Pillay

26 Ellen E. McGlynn

27 Anusha E. Pillay

28 Attorneys for Plaintiff

1 Dated: January 9, 2025

2 /s/ Mohammed Mandegary


3 Mohammed S. Mandegary

4 Rachel A. Feghali

5 Attorneys for Defendant

6  
7  
8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

9 Dated: January 10, 2025

10  
11 

12  
13 HON. KAREN L. STEVENSON

14 UNITED STATES MAGISTRATE JUDGE

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**EXHIBIT A**

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order  
that was issued by the United States District Court for the Central District of  
California on [date] in the case of *TT Club Mutual Insurance Ltd. v. ACE Property  
and Casualty Insurance Company*, U.S. District Court for the Central District of  
California, Case No. 2:24-cv-08307-SVW (KSx). I agree to comply with and to be  
bound by all the terms of the Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order. I further  
agree to submit to the jurisdiction of the United States District Court for the Central  
District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this  
action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and phone number] as my  
California agent for service of process in connection with this action or any  
proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_